
JOINT USE OF PROPERTY AGREEMENT

BETWEEN

COMMONWEALTH EDISON COMPANY

AND

NORTHERN ILLINOIS GAS COMPANY

Dated as of February 1, 1954

R. R. DONNELLEY & SONS CO., CHICAGO

R S I PREPARED

This Agreement, entered into as of February 1, 1954, between
COMMONWEALTH EDISON COMPANY, an Illinois corporation
(the "Edison Company"), and **NORTHERN ILLINOIS GAS COM-
PANY**, an Illinois corporation (the "Gas Company"),

WITNESSETH:

WHEREAS, the Edison Company and the Gas Company have entered into a Separation Agreement, dated January 22, 1954, pursuant to which the Edison Company by General Conveyance, executed and delivered by it to the Gas Company on February 9, 1954 (the "General Conveyance"), has conveyed, transferred, assigned and set over to the Gas Company, its successors and assigns, all right, title and interest of the Edison Company in and to all assets and properties, real and personal (with certain express exceptions), solely used or held for use in the operation by the Edison Company of its gas and heating utility systems and in the conduct of its gas and heating utility businesses; and

WHEREAS, the Edison Company, in the General Conveyance, has reserved unto itself, its successors and assigns, title to all electric facilities (as defined in the General Conveyance), and also the perpetual right, easement and authority to construct, install, operate, use, maintain, renew, replace, remove or relocate on, over or in certain property (that described in Division First of Part I of the General Conveyance) so conveyed to the Gas Company (with such rights of access to such portions of said property as may be necessary or incidental to the exercise of such right, easement and authority) (a) existing electric facilities, (b) electric facilities in process of construction at the date of the General Conveyance, and (c) electric facilities the construction of which had not been commenced but which had been authorized, on or before such date, by the Board of Directors of the Edison Company; such reservation having been made subject to the condition, however, that none of such electric facilities as located at or after the date of the General Conveyance should unreasonably interfere with the use by the Gas Company of its property in the proper conduct of its gas utility business, any such electric facilities which might, after such date, so interfere to be relocated by the Edison Company, at its expense, within twelve months after receipt by it from the Gas Company of a written notice specifying the particular electric facilities to be relocated and designating the desired new location on the Gas Company's property, such new location to be

such as to involve minimum relocation expense to the Edison Company consistent with the elimination of the above mentioned interference; and

WHEREAS, the Edison Company, by the General Conveyance, has conveyed to the Gas Company a perpetual right, easement and authority to construct, install, operate, use, maintain, renew, replace, remove or relocate on, over or in property owned by the Edison Company at the date of the General Conveyance but not described therein and not conveyed thereby (with such rights of access to such portions of said property as may be necessary or incidental to the exercise of such right, easement and authority) (a) existing gas facilities, (b) gas facilities in process of construction at the date of the General Conveyance, and (c) gas facilities the construction of which had not been commenced but which had been authorized, on or before such date, by the Board of Directors of the Edison Company or of the Gas Company (the term "gas facilities" being used herein as defined in the General Conveyance); such conveyance having been made subject to the condition, however, that none of such gas facilities as located at or after the date of the General Conveyance should unreasonably interfere with the use by the Edison Company of its property in the proper conduct of its electric utility business, any such gas facilities which might, after such date, so interfere to be relocated by the Gas Company, at its expense, within twelve months after receipt by it from the Edison Company of a written notice specifying the particular gas facilities to be relocated and designating the desired new location on the Edison Company's property, such new location to be such as to involve minimum relocation expense to the Gas Company consistent with the elimination of the above mentioned interference; and

WHEREAS, the Edison Company and the Gas Company desire, pursuant to Section 8(e) of the above mentioned Separation Agreement, to provide hereby the terms and conditions under which each party hereto may occupy easement premises;

Now, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. The term "easement premises," as herein used, means, as may be indicated or required by the context, those portions, occupied or to be occupied by electric or gas facilities, as the case may be, of (a) the property, conveyed by the Edison Company to the Gas Company by the General Conveyance, on, over or in which the Edison Company has reserved the above-mentioned perpetual right, easement and authority with respect to its electric facilities, (b) the property, not conveyed by the Edison Company by the General Conveyance, on,

over or in which the Edison Company has conveyed to the Gas Company the above-mentioned perpetual right, easement and authority with respect to its gas facilities, or (c) the property, whether owned by the Edison Company or the Gas Company, on, over or in which the party owning such property may hereafter, by specific grant, convey to the other party a right, easement or authority to construct, install, operate, use, maintain, renew, replace, remove or relocate electric facilities or gas facilities, as the case may be.

SECTION 2. This Joint Use of Property Agreement shall apply to (a) all easements reserved by the Edison Company or conveyed by it to the Gas Company by the General Conveyance including the two confirmatory easements, the forms of which are attached hereto as Exhibit A and Exhibit B, respectively, executed contemporaneously with this agreement, and (b) such specific easements as either party hereto may hereafter convey to the other, except to the extent that any such easement shall otherwise provide.

SECTION 3. Each easement specifically granted by either party hereto to the other party shall set forth with particularity the easement premises covered by such easement and the terms and conditions applicable thereto, including rent, if any, or other consideration therefor.

SECTION 4. The Edison Company and the Gas Company shall cooperate with each other to the fullest extent to make effective the provisions of this agreement, and each party shall conduct its utility operations upon easement premises occupied by it in such manner as not unreasonably to interfere with the use thereof by the other party in the proper conduct of its utility operations.

SECTION 5. Neither party hereto shall grant to others the right to conduct any operations upon easement premises (the fee underlying which is owned by such party) in such manner as unreasonably to interfere with the use thereof by the other party hereto in the proper conduct of its utility operations, but the party so owning such fee may at any time and from time to time grant to others easements or other rights (subject to specific easements theretofore granted to the other party hereto) with respect to the use or occupation of such easement premises, provided that in the case of each such proposed grant the grantor shall give to the other party to this agreement not less than 30 days' prior written notice thereof.

SECTION 6. The grantee of each easement subject to the provisions of this agreement shall have, at all times, full rights of ingress to and egress from the easement premises, covered by such easement, in connection with the exercise by such grantee of its easement rights and the proper conduct by it of its utility operations.

SECTION 7. The grantee of each easement subject to the provisions of this agreement shall have the right to enter upon, occupy and utilize from time to time any of the grantor's premises, adjacent to the easement premises covered by such easement, to the extent reasonably necessary for the full exercise by such grantee of its easement rights, provided, always, that such use of such adjacent premises shall be exercised in such manner as not unreasonably to interfere with the grantor's use thereof in the proper conduct of its utility operations.

SECTION 8. All electric facilities on, over or in easement premises shall at all times remain the property of the Edison Company, and all gas facilities on, over or in easement premises shall at all times remain the property of the Gas Company. Such gas and electric facilities may be removed any time and from time to time by the respective owners thereof.

SECTION 9. In the event that any easement premises shall be assessed for taxes at a greater amount than that at which such premises would be assessed were it not for the facilities of the grantee maintained thereon, the grantee of such easement shall, on demand, reimburse the grantor thereof for such additional amount of taxes as such grantor may be obligated to pay on account of such increased assessment.

SECTION 10. In general, each party hereto shall conduct its utility operations upon easement premises and maintain and operate such premises, and the facilities located thereon, in a safe and workmanlike manner in accordance with customary practices and applicable orders, rules and regulations of any governmental body or bodies having jurisdiction.

SECTION 11. All material alterations by either party hereto of its facilities located on easement premises, and all construction by either party of additional facilities thereon, shall be carried out so as to cause a minimum of interference with facilities, use or occupancy of the other party and so as to require a minimum of changes in the facilities of the other party, consistent with good engineering practice. All such alterations or additional construction proposed to be made by either party shall, except in cases of emergency, be set out in plans and drawings which shall be furnished to the other party, and no work in connection with such alterations or additional construction shall be commenced until approval in writing is given by such other party. The party to whom such plans and drawings are submitted shall give to the other party, within 30 days after the receipt of such plans and drawings, its written approval or disapproval. Neither party shall unreasonably withhold its approval.

SECTION 12. In the event that the grantee of any specific easement desires to cancel such easement, it shall, unless it shall be mutually agreed to the contrary, upon 90 days' prior written notice to the other party of such proposed cancellation, remove within 12 months all or so much of its facilities as have been installed pursuant to such easement and thereupon such easement shall forthwith terminate.

SECTION 13. If for any reason any specific easement shall be terminated, payments, if any, provided for in such easement shall be prorated as of the date of such termination.

SECTION 14. The Edison Company and the Gas Company each shall, during the term of this agreement, indemnify and save harmless the other against all claims for damages founded upon or arising out of the construction, installation, maintenance or operation of facilities owned by the indemnifying party, and shall pay and reimburse the other party for all costs, expenses and attorneys' fees sustained or incurred by the other party in defending, or by reason of, any suits brought against it for such damages.

SECTION 15. Each notice given in accordance with any provision hereof shall be sent by registered mail to the party to which such notice is to be given, addressed to such party at such place as it shall designate in writing from time to time. Unless and until otherwise designated, notices shall be addressed to the Edison Company at its general offices, 72 West Adams Street, Chicago 90, Illinois. Unless and until otherwise designated, notices shall be addressed to the Gas Company at its general offices, 50 Fox Street, Aurora, Illinois.

SECTION 16. This Joint Use of Property Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. If either party to this agreement shall make any assignment of its rights or obligations hereunder it shall notify the other party in writing of such assignment. No consent by such other party to such assignment shall be required.

SECTION 17. This Joint Use of Property Agreement shall continue in effect until terminated at any time, by mutual consent of the parties, or by either party upon not less than 12 months' prior written notice given to the other party.

SECTION 18. This Joint Use of Property Agreement may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Commonwealth Edison Company and Northern Illinois Gas Company have caused this Joint Use of Property Agreement to be executed in their respective corporate names, each by its President or one of its Vice-Presidents, as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By A. E. PATTON
 Vice-President

NORTHERN ILLINOIS GAS COMPANY

By H. P. SEDWICK
 President

Exhibit A

CONFIRMATORY EASEMENT 1

COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "Edison Company"), in consideration of the annual payment of Eight Hundred Thirty-five Dollars (\$835.00), payable in advance on or before February 1, together with other good and valuable consideration, hereby specifically grants, but without warranty, to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the "Gas Company"), its successors and assigns, a perpetual easement for existing gas mains and appurtenant facilities on, over and in land of the Edison Company described as follows:

A strip of land seven (7) feet in width, the center line of which is the center line of the Gas Company's existing gas main lying and being on a portion of the Edison Company's 132 Kv transmission line right-of-way (which right-of-way is in general one hundred fifty (150) feet in width, extending from Station #9, Southwest of Joliet, Will County, Illinois, in an Easterly direction to Substation #93, in Chicago Heights, Cook County, Illinois, being twenty eight and fifteen hundredths (28.15) miles in length) said gas main being approximately 2.25 miles in length extending from land of the Gas Company in Section twenty nine (29), Township thirty five (35) North, Range thirteen (13) East of the Third Principal Meridian to the intersection of said 132 Kv right-of-way with Crawford Avenue in Section twenty six (26), Township thirty five (35) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois; *also* a strip of land seven (7) feet in width, the center line of which is the center line of the Gas Company's existing gas main lying and being on a portion of the aforementioned 132 Kv transmission line right-of-way of the Edison Company, said gas main being approximately 7.25 miles in length extending from land of the Gas Company in Section twenty nine (29), Township thirty five (35) North, Range thirteen (13) East of the Third Principal Meridian to the intersection of said 132 Kv right-of-way with a line fifteen (15) feet East of the North and South center section line of Section twenty eight (28), Township thirty five (35) North, Range fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois;

together with such additional land as is reasonably necessary to accommodate such existing appurtenant facilities of the Gas Company.

This Confirmatory Easement is granted to the Gas Company as and for a definitive easement in furtherance of the General Conveyance executed and delivered to the Gas Company by the Edison Company on

February 9, 1954, and is also granted pursuant to and under the terms and conditions of the Joint Use of Property Agreement, except those of Section 17, entered into between the Edison Company and the Gas Company as of February 1, 1954.

IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Confirmatory Easement to be executed in its name by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, this 9th day of February, 1954.

COMMONWEALTH EDISON COMPANY

ATTEST:

By _____
President

Secretary

ACCEPTED, February 9, 1954:

NORTHERN ILLINOIS GAS COMPANY

By _____
President

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, James Kuffner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. W. Evers, the President of Commonwealth Edison Company, an Illinois corporation, and Fred N. Baxter, the Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and who are both personally known to me to be the President and the Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of February, A. D. 1954.

Notary Public

My Commission expires January 6, 1957.

Exhibit B

CONFIRMATORY EASEMENT 2

COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "Edison Company"), in consideration of the annual payment of One Thousand Nine Hundred Fifty-five Dollars (\$1,955.00), payable in advance on or before February 1, together with other good and valuable consideration, hereby specifically grants, but without warranty, to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the "Gas Company"), its successors and assigns, a perpetual easement for an existing gas holder pipe and appurtenant facilities on, over and in land of the Edison Company described as follows:

A strip of land seven (7) feet in width, the center line of which is the center line of the Gas Company's existing gas holder pipe lying and being on a portion of the Edison Company's 132 KV transmission line right-of-way (which right-of-way is in general, one hundred fifty (150) feet in width, extending from Station #6, Waukegan, in Lake County, Illinois, in a Westerly direction to Substation #86 in Crystal Lake, McHenry County, Illinois, being approximately thirty five and two tenths (35.2) miles in length), said gas holder pipe being approximately twenty one and five tenths (21.5) miles in length extending from property of the Gas Company, near Volo, Illinois, occupied under agreement with Natural Gas Pipeline Company of America, in Section 11, Township 44 North, Range 9 East of the Third Principal Meridian to the west property line of the Edison Company's electric generating station in Waukegan in Section 15, Township 45 North, Range 12 East of the Third Principal Meridian, all in Lake County, Illinois;

together with such additional land as is reasonably necessary to accommodate such existing appurtenant facilities of the Gas Company.

This Confirmatory Easement is granted to the Gas Company as and for a definitive easement in furtherance of the General Conveyance executed and delivered to the Gas Company by the Edison Company on February 9, 1954, and is also granted pursuant to and on the terms and conditions of the Joint Use of Property Agreement, except those of Section 17, entered into between the Edison Company and the Gas Company as of February 1, 1954.

IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Confirmatory Easement to be executed in its name by its President or a

Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, this 9th day of February, 1954.

COMMONWEALTH EDISON COMPANY

By _____
President

ATTEST:

Secretary

ACCEPTED, February 9, 1954:

NORTHERN ILLINOIS GAS COMPANY

By _____
President

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, James Kuffner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. W. Evers, the President of Commonwealth Edison Company, an Illinois corporation, and Fred N. Baxter, the Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and who are both personally known to me to be the President and the Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of February, A. D. 1954.

Notary Public

My Commission expires January 6, 1957.

• FILING DATA •

POUCH No. 742-3
ITEM No. AP-2
094417

AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT, dated MAY 17, 1990, by and between
COMMONWEALTH EDISON COMPANY, an Illinois Corporation, P.O. Box 767, Chicago,
Illinois 60690-0767 ("Grantor") and NORTHERN ILLINOIS GAS COMPANY ("Grantee"),

W I T N E S S E I H:

WHEREAS, the Grantor, by instrument dated February 9, 1954, granted
to Grantee, a permanent easement ("Easement"), a confirmatory easement for
existing gas holder pipe and appurtenant facilities on, over and in land owned
by Grantor.

WHEREAS, that part of the Confirmatory Easement 2, dated February 9,
1954, provides that the Grantee shall pay the Grantor an annual sum of
\$1,955.00, and the parties hereto are mutually desirous of amending said
provision to substitute a one-time lump sum payment in lieu of the present
annual payment provision;

NOW THEREFORE, IT IS MUTUALLY AGREED, by and between the parties as
follows:

- (1) That part of the Confirmatory Easement 2 is hereby
stricken and of no further force and effect.
- (2) That Grantee shall, in exchange for and in
consideration of this Amendment to the Confirmatory
Easement, give to the said Grantor the sum of Eighteen
Thousand One Hundred Fifty (\$18,150.00) and No/100
Dollars.
- (3) That it is declared to be the intention of the parties
that this one-time payment by the Grantee to the
Grantor shall act as a full discharge and release of
the Grantee from its obligation under that part of
said Confirmatory Easement to pay an annual sum.

- (4) Grantee shall comply with all applicable environmental statutes, ordinances, rules, regulations, and orders (hereinafter referred to as "Standards"), issued by any federal, state or local environmental agency, relating to Grantee's use of Grantor's property hereunder. Such Standards encompass, but are not limited to, those concerning air, water, noise, solid wastes, hazardous substances, and hazardous wastes. Grantee shall not use waste oil as a means of suppressing dust on gravel roads or anywhere else on Grantor's premises. Grantee shall reimburse Grantor for all costs incurred by Grantor, including, without limitation, fines and penalties imposed for violation of Standards and the actual expense of correcting the actual or alleged violation. Grantee shall assume liability for, and shall indemnify and hold Grantor harmless from, any claim or violation of Standards, which results from Grantee's use of Grantor's premises.

Grantee, at its cost, shall assume the defense of all claims of violation of the Standards, regardless of whether they are asserted against Grantee or Grantor, except claims resulting from Grantor's sole negligence. Notwithstanding the expiration or termination of this agreement, Grantee shall remain liable for all costs provided for herein, and shall further remain obligated to defend, indemnify and hold Grantor harmless for any and all violations, or alleged violations, of Standards, which occurred or were caused during the actual term of this agreement.

- (5) Grantee shall indemnify and save harmless Grantor, its officers and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorney's fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of loss or interruption of electric service, caused by, connected with, or in any way attributable to, the rights herein granted, or Grantee's failure to comply with any of the terms or condition of this lease. Grantee shall undertake the defense of Grantor, its officers and employees, in any such litigation, if Grantor requests Grantee to do so.

(6) That all other provisions and terms of said Easement not inconsistent with the above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Easement to be executed in duplicate as of this 6th day of June, 199a

COMMONWEALTH EDISON COMPANY

By

John D. Rein
Vice President

ATTEST:

W. R. Roney
Assistant Secretary

The foregoing grant is hereby accepted upon the terms and conditions stipulated therein.

NORTHERN ILLINOIS GAS COMPANY

By

Richard J. Jensen
Vice President

ATTEST:

J. D. Smith Jr.
Assistant Secretary

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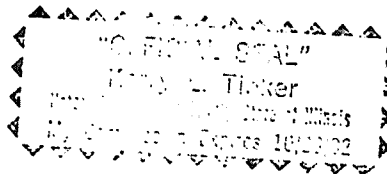
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KERRY L. TINKER, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JOHN J. VIERA, Vice President of COMMONWEALTH EDISON COMPANY, an Illinois corporation, and W. L. RABALA, Assistant Secretary of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of June, A.D. 1990.

Kerry L. Tinker
Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ED DIESER, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that RICHARD T. LANNON, Vice President of NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, and J. O. SMITH JR., Assistant Secretary of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17TH day of MAY, A.D. 1990.



My Commission Expires: _____

Ed Dieder
Notary Public